

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Present: Hon. Richard J. Sullivan

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**YU HAI ZHU, CHANG QING LU, LIANQING YU,
JIU CHENG WANG, HUA XI, and YU XIA**

14-CV-07869

Plaintiffs,

-against-

**NOTICE OF MOTION
TO ENFORCE SETTLEMENT
AGREEMENT AND RESTORE
CASE TO CALENDAR**

**2425 BROADWAY CHAO RESTAURANT, LLC
d/b/a OLLIE'S TO GO RESTAURANTS, and
CINDY "DOE", and "JOHN DOE" WANG,**

Defendants.

PLEASE TAKE NOTICE that upon this affirmation and the accompanying documents and exhibits, the Plaintiffs move before this Court, at the United States Courthouse, 500 Pearl Street, New York, New York 10007, for an ORDER DIRECTING Defendants 2425 Broadway Chao Restaurant, LLC, Ollie's To Go Restaurants and Chao Ching Wang, to pay the Plaintiffs a settlement in the amount of \$100,000.00 plus counsel fees of \$10,000.00 and restore the case to active status. Counsel states the following in support thereof under penalty of perjury:

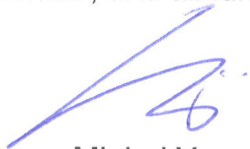
1. On February 24, 2015, Matthew Brown, attorney for the defendants, and Stephen B. Irwin, attorney for the plaintiffs, agreed in writing to a settlement of this highly contested matter. (Exhibit A)
2. In the course of settlement negotiations, and as security for payment, the individual defendants and the Company executed confessions of judgment in case of a default. (Exhibit B)
3. The first payment under the agreement was due on or before June 5, 2015. The undersigned counsel for plaintiffs did not receive the required payments of 32,501.00 on or before June 5, but notified the attorney for the defendants, Matthew Brown, on June 8 that the payment was late. Mr. Brown later worked out an agreement with Plaintiffs and Defendant Cindy Cheah that provided for her to pay \$32,500 in return for her release. The payment was made July 2, 2015.
4. There has been no substantive response by the other defendants or their counsel, to these default notices, AND THEY NOW OWE \$100,000.00 under the terms of the affidavits signed by them.
5. The defendants have engaged in bad faith concerning the settlement of this matter. Although the agreement was fully signed along with the affidavits of

confession of judgment, it is apparent that, apart from Cindy Cheah, the other Defendants never intended to pay.

6. Upon information and belief, the individual defendant and president of the defendant restaurant operations has attempted to convey his interests in the Ollie's To Go restaurants to fraudulently defeat this agreement and claims.

7. District Courts have discretion to enforce settlement agreements. *Collins v. Educational Therapy Center*, 184 F. 3d 617

Wherefore, Plaintiffs respectfully request that this court enter an order directing the defendants to pay plaintiffs the amount of \$100,000.00 in accordance with the settlement agreements, \$10,000.00 in counsel fees, and an order restoring the case to the active calendar, and all further proper relief.



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Certificate of Service

The undersigned certifies that on the 7th day of July, 2015, a copy of the foregoing motion was served upon Matthew Brown, Esq., counsel of record for defendants, by the Court's electronic notification system.

s/Stephen B. Irwin, Esq